

— EXHIBIT 25 —

UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF CALIFORNIA

ABANTE ROOTER AND PLUMBING, INC.,
GEORGE ROSS MANESIOTIS, MARK
HANKINS, and PHILIP J. CHARVAT,
individually and on behalf of all others similarly
situated,

Plaintiffs,

v.

ALARM.COM INCORPORATED, and
ALARM.COM HOLDINGS, INC.,

Defendants.

Civil Action No. 4:15-cv-06314-YGR

EXPERT REPORT OF JOSEPH M. COLOSIMO

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I. EDUCATION / EXPERIENCE

1. In 1978 I graduated high school with a technical degree in the field of electricity. In 1979 I joined a startup organization, Guardian Protection Services (also referred to below as "Guardian"), as an installation technician and its second employee. For the next 15 years, I proceeded to hold a number of positions within the organization, including Installation Technician, Service Technician, Manager of Purchasing & Inventory, Manager of Compliance, Director of Installation & Service, Director of Central Station, Residential Sales Consultant, Commercial Sales Consultant, and Manager of the Commercial Sales Division. By 1993 I was promoted to the position of Chief Operating Officer and was assigned the responsibility of all day to day activities for sales, customer care, emergency dispatch center, purchasing, installation, service, and technical operations. In 2003 I was named President and COO, and continued to be responsible for the day to day operations of the entire company, a position I held until my retirement from the company in May of 2017. At the time of my retirement I was personally licensed to operate a security company in over 15 states. My Curriculum Vitae is attached as Exhibit A.
2. During my 38-year career, Guardian Protection Services was honored twice as the Security Distributing & Marketing ("SDM," the leading trade journal in the alarm industry) Dealer of the Year. This top award is chosen from a field of over 16,000 independent security alarm companies. In 2016 Guardian was the first company ever to be given this award twice. Guardian was also named Central Station of the Year in 2015, a highly coveted award among Emergency Dispatch Centers.
3. Today, Guardian Protection Services is the 6th largest security company in the nation, has over 325,000 customers, operates in 27 states, and has approximately 1150 employees.

II. PURPOSE OF RETENTION

4. Due to my extensive experience (of over thirty years) in the security system industry, in particular occupying positions in nearly every aspect of the business of an alarm company that provides professional security system installations and operates an authorized dealer program, I have been retained to provide an opinion on the relationship between manufactures of hardware and software products and the alarm companies and dealers that purchase those products. Due to my experience, I also am qualified to provide a detailed explanation and description of the relationship between professional alarm companies and their dealers and sub-dealers. I am being compensated at the rate of \$225/hour.

III. ALARM INDUSTRY BACKGROUND

A. Common Definitions

5. **Alarm Dealer:** An entity that designs, market, and sells home security systems. Alarm Dealers fall into a number of categories depending on the services they provide.
 - a. **Alarm Company:** This industry term refers to a company that markets, designs, sells, installs, services and *monitors* a security / home automation system. The monitoring of the system can either be done by a monitoring center owned & operated by the Alarm Company or can be sub-contracted to one of many third-party monitoring centers. The monitoring services are provided via a contract between the customer and the Alarm Company for a specific monthly fee and for a specific term.
 - b. **Participating Dealer:** A company that markets, designs, sells, installs, and services a security system but *does not monitor* the system. The Participating Dealer typically has an arrangement with an Alarm Company which allows the Participating Dealer to contract for monitoring services and then sell the contract to the Alarm Company. After this transaction, the customer becomes a customer of the Alarm Company.
 - c. **Non-Participating Dealer (or Subdealer):** A company that markets, designs, sells, installs, and services a security system but does not monitor the system and does not have a relationship with an Alarm Company. The Subdealer typically has an arrangement with a Participating Dealer that allows the Subdealer to contract for monitoring services and then sell the contract to the Participating Dealer, who in turn sells it to an Alarm Company. After this transaction, the customer becomes a customer of the Alarm Company.
6. **Authorized Dealer Program:** A contractual arrangement between an Alarm Company and a Participating Dealer that details the quality of an account that is acceptable for purchase and the responsibility of each party as it relates to that purchase. These programs in no way instruct or suggest how the Participating Dealer will go to market, run the company or obtain customers. The contract typically specifies that it is not permissible for the Participating Dealer to represent itself as the Alarm Company (but may use the Alarm Company's name to denote that it is a member of an Authorized Dealer Program). Absent some special arrangement, the Alarm Dealer must always represent itself and only itself to the public when marketing for security systems and follow the *ESA Code of Ethics*.
7. **Electronic security / home automation system:** An electronic security / home automation system is an amalgamation of hardware and software products from one or more hardware manufacturers / software developers that are assembled together based on

the customer's need and the type of property being protected. Security / home automation systems take a number of different forms based on the business decisions of the Alarm Dealer. Some of the available choices include wired, wireless, professionally monitored, self-monitored, perimeter protection, interior protection, fire protection, basic interactive features, or advanced interactive features. The Alarm Dealer's preferences dictate the design of the system and determine which manufacturer or manufacturers the Alarm Dealer will need to purchase products and services from to meet its customers' needs.

8. **ESA:** Electronic Security Association. Established in 1948, ESA is the largest trade association in the United States representing the electronic security and life safety industry.
9. Alarm Dealers are typically members of the ESA (although not all Alarm Dealers are members). In cooperation with an alliance of chapter associations, ESA provides technical and management training, government advocacy and delivers information, advice, tools, and services that members use to grow their businesses and prosper. Manufacturers are not considered members of the ESA, and are not subject to the ESA Code of Ethics (which is designed to apply to Dealers), but may join the ESA as "associate" members.
10. Together, ESA member companies employ more than 500,000 industry professionals and serve more than 34 million residential and commercial clients.
11. **ESA Code of Ethics:** Electronic Security Association Code of Ethics, applicable to regular members, *i.e.*, Alarm Dealers. **Please see Exhibit B.**
12. **Manufacturer:** A company that develops software and/or manufactures hardware products for the security industry. These products are made available either directly from the manufacturer or through distribution channels.

B. Components of an electronic security / home automation system

13. An electronic security / home automation system can contain, but is not limited to, the following devices:

Control Panel	Heat Detector
Keypad	Carbon Monoxide Detector
Door Sensor	Video Camera
Window Sensor	Door Lock
Motion Detector	Thermostat
Glassbreak Detector	Lighting Control Device
Smoke Detector	

C. Manufacturers of electronic security / home automation products

14. Alarm Dealers may choose from a number of Manufacturers when designing an electronic security / home automation system. It would not be uncommon for a particular Alarm Dealer to use three or more of these manufacturers in the design of each of their systems.
15. The choice of which products and services to use in the design of the system are driven by the Alarm Dealer's belief as to which features and benefits the customer will find most attractive, followed by the cost of these products and services.
16. Some of the major Manufacturers are listed below, but many more companies develop products in the space.

Honeywell	AlarmNet
Bosch	UltraSync
United Technologies Corp	Nortek Security & Controls
Interlogix	Napco
GE	Uplink
DMP	ipDatatel
Qolsys	Ring
DSC	Skybell
Legrand	Hikvision
Alarm.com	Trane
SecureNet	

D. Go to Market Strategies

17. An Alarm Dealer may employ several marketing strategies. The most common is direct sales utilizing its own sales force. A few of the techniques used by Alarm Dealers to market their products through their direct sales forces are:

Telemarketing	Print	Radio Commercials
Door Knocking	Digital Marketing	TV Commercials
Direct Mail	Pay per click	Purchased Leads
Referral Programs	Search Engine Optimization	

18. Several of the larger Alarm Companies also market their security *monitoring services* through what is known as an Authorized Dealer Program. This method involves a contractual arrangement with multiple independent Participating Dealers to purchase their customers' accounts once the sales and installation process is completed. Today in

the United States there are fewer than fifty security Authorized Dealer Programs working with over 1,000 Participating Dealers. Some of the larger companies that operate Authorized Dealer Programs are:

ADT	Fluent	Select Security
Monitronics	Safe Home	Protect America
Vector Security	Security	Vivint
Guardian	ACA	
Protection	Safe Security	
CSG	GHS	

IV. OPINION

19. In the alarm industry, the general relationship between Manufacturers and Alarm Dealers is not unlike that in other industries utilizing a dealer model (for example, grocery stores or department stores selling a multitude of individually-branded products). Under this model, manufacturers are generally not aware of the marketing activities dealers undertake and cannot control the marketing methods that the various dealers employ.
20. In the alarm industry specifically, absent an exception I have not observed, Manufacturers do not exercise any control over how independent Alarm Dealers market their products or operate their business. Quite frankly, due to the complexities of the business and the unique liabilities that come along with protecting life and property, Manufacturers (which concentrate on the creation of security products) endeavor to refrain from any involvement in the business of Alarm Dealers (which concentrate on the marketing of products to consumers).
21. During my career at Guardian Protection Services, I did not become aware of any instances in which a Manufacturer allowed Alarm Dealers to identify themselves as the Manufacturer when marketing their integrated security / home automation systems. Manufacturers go to great lengths to build their brand names and, in my experience, do not jeopardize their brand by allowing Dealers—which they do not control—to use their brand name (except within specific guidelines that are necessary to allow the Dealers to effectively describe their products to consumers). On the other hand, because most security / home automation systems designed by an Alarm Dealer have a combination of hardware and software components from multiple manufacturers, the Alarm Dealer will present this system to consumers as an integrated system using their own company brand name. In my experience at Guardian, sales personnel were instructed to speak very little about the Manufacturers of the product when presenting to a potential client, and instead market the integrated system as a Guardian Protection System. By presenting it this way, Guardian

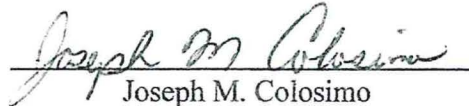
endeavored to build its own brand name and not the brand name of the manufacturers. In my experience, other Alarm Companies and Participating Dealers approach marketing in this same fashion.

22. Guardian has done business with Alarm.com for over 7 years. The relationship between Guardian, as an Alarm Dealer, and Alarm.com, as a Manufacturer, is entirely consistent with the industry principles described above. In other words, Alarm.com does not influence or control Guardian's marketing or any other aspect of Guardian's business. From Guardian's perspective, Alarm.com is just one of many manufacturers with which it does business.

V. CONCLUSION/SUMMARY OF OPINION

23. Based on my experience in the security industry, manufacturers of hardware and software products (like Alarm.com) have no control over the marketing practices or any other business activities of an independent Alarm Dealer, much like a brewery has no control over the activities of a particular bar. In fact, due to the liability associated with protecting life and property, it would be undesirable for a Manufacturer to attempt to control the day to day operations of an Alarm Dealer.
24. There are over 16,000 independent Alarm Dealers that sell security systems comprised of dozens of discrete, separately-manufactured components, and in their marketing activities utilize hundreds of thousands of employees who engage in a multitude of sales efforts every day. It is simply unrealistic, and contrary to industry practices, to assume or expect that a Manufacturer can be responsible for the manner in which its product is ultimately marketed to consumers. It is the responsibility of the Alarm Dealers to make sure their companies, and every one of their employees and subcontractors, is following the ESA Code of Ethics as well as the law when selling to the public.
25. During my career at Guardian, Guardian has done business with Alarm.com for several years. The relationship between Guardian and Alarm.com follows the observations I have made above concerning Manufacturer involvement in Dealer business. Put simply, Alarm.com has no control over any of Guardian's business decisions.

EXECUTED in Sewickley, PA on January 5, 2018


Joseph M. Colosimo

-EXHIBIT A-

JOSEPH M. COLOSIMO

2219 Montgomery Road | Sewickley PA 15143 | 4122876962 | colosimojm@gmail.com

PRESIDENT / COO / SENIOR OPERATIONS EXECUTIVE

Talented visionary offering a 38+ year career of driving operational excellence and profitable growth for the nation's 6 largest security company. Progressive advancement directly linked to achievement of key business goals. Decisive with superior problem-solving abilities. Consistently outperforms expectations and inspires success.

PROFILE & VALUE

Effective and accountable in high-profile executive roles | Overcome complex business challenges and make high-stakes decisions using experience-based judgment, strong work ethic and integrity and collaboration. Respected as a proponent of empowerment and accountability.

Respect and leverage human capital | Motivate, mentor and lead talented professionals. Live the culture and lead by example. Direct cross-functional teams using interactive and motivational leadership that spurs people to willingly give 110% effort and loyalty.

Corporate Strategy | Characterized as a leader that delivers controlled growth. Consistent record of delivering results in growth, revenue, operational performance, and profitability.

Deep competence in operations, financial reporting, and customer experience | Develop and implement high-level operational KPI's and initiatives, including infrastructure design, information technologies, process improvement, reorganization, workflows, and attrition mitigation. As an innovative leader of company resources - use extensive experience, instincts, insight, judgment, and timing to maximize outcomes no matter how tough the challenge.

EXTENSIVE EXPERIENCE IN THE FOLLOWING AREAS

Strategic Planning	Process Improvement	Leadership
New Business Development	Mergers & Acquisitions	Customer Care Processes
Channel Management	Change Management	National Field Operations
Vendor Management	Cost Control	Financial Reporting / Metrics
Sales Management	Recruitment	Attrition Mitigation Programs
P&L Management	Team Building	IT Strategy and Implementation
Contract Management	Mentoring	Security Technologies

PROFESSIONAL EXPERIENCE**Alarm.com – McLean VA.****Consultant****May 2017 - Present**

Consulting on several projects:

- Attrition data and reporting structure
- Development of attrition mitigation programs
- Development of additional KPI's for sales management
- Development of additional sales & operational programs to help make their dealers more successful

Interlogix a division of UTC - Lincolnton NC.**Consultant****May 2017 - Present**

Consulting on several projects:

- Overall residential strategy
- Development of a road map for their next generation security control panels
- Conducting Voice of Customer meetings with their top tier dealers

Guardian Protection Services – Pittsburgh PA.

1979 – 2017

President & Chief Operating Officer

2003 - 2017

Directed all day to day activities of a \$250M operation, including full P&L responsibility across 15 North American branches and 5 lines of business. Managed 12 direct reports, 1,196 employees, and over 329,000 customers. Reported directly to the Board of Directors.

- Increased Recurring Monthly Revenue (RMR) from \$3M to \$15M
- Increased Annual Revenue from \$50M to \$250M
- Increased ARPU from \$ 24.95 to \$54.95
- Increased accounts base from 110,000 subs to 329,000 subs (Drove double-digit account growth year-over-year.)
- Reduced overall debt by 28%
- Designed and implemented attrition mitigation programs that led to best in class attrition metrics
- Diversified the business through the introduction of the National Accounts Division and the Authorized Partner Program
- Designed and managed the construction of a new 86,000 square foot corporate headquarters in 2006
- Opened disaster recovery site & second UL listed monitoring center in Phoenix Arizona in 2014
- Implemented a world class training organization
- Increased Guardian's industry ranking from #11 to #6
- Achieved Dealer of the Year for the second time in 2013
- Achieved Central Station of the Year in 2015

Chief Operating Officer

1991 – 2003

Directed day to day activities of a \$20M operation, including full P&L responsibility, across 15+ North American branches and 3 lines of business. Managed 15 direct reports and 1,300 employees. Reported to the CEO.

- Increased number of branch locations from 2 to 17 located throughout the Mid Atlantic
- Increased residential security system sales from 400 units per month to 2,000 units per month
- Increased account base from 15,000 customers to 110,000
- Designed, implemented & managed the following corporate support groups:
 - Customer Care
 - Collections
 - National Service Dispatch Team
 - Technical Support Team
 - Contract Administration
 - Data Entry
 - Information Technologies
 - UL listed Monitoring Center
 - Legal
 - Account Retention

Director of Field Operations

1985 -1991

Installation and Service Technician

1979 – 1985

PERSONAL

Low Voltage Licenses Held:

Florida	Washington DC	Ohio
Georgia	Maryland	Illinois
South Carolina	Delaware	Texas
North Carolina	Pennsylvania	Nevada
Virginia	New Jersey	
Rhode Island	New York	Nicet Level III

Additional Information and references upon request.

-EXHIBIT B-

Electronic Security Association, Inc.
Code of Ethics and Standards of Conduct

Amended June 23, 2014 by the Board of Directors

Members of the Electronic Security Association ("ESA") are committed to serving the public with high quality products and services that help protect lives and property through the detection and notification of certain events. The ESA Code of Ethics and Standards of Conduct (collectively the "Code") is intended to assist ESA members and their employees in providing these products and services to the public in a highly ethical manner.

This Code is intended to provide guidance for ESA members in the ethical conduct of business. ESA expects its Members to meet or exceed the guidelines set forth in this Code. Members are encouraged to implement policies and procedures that provide the highest standards of quality and consumer protections. In addition, if there is a conflict between this Code and any state, federal, and/or local rule or regulation, the controlling rule or regulation supersedes this Code. Members should interpret this Code as broadly as possible to protect all impacted groups to the greatest extent possible.

This Code is binding on all members of the ESA. Failure to comply with this Code may result in disciplinary action, including but not limited to termination of ESA membership. Members are required to respond truthfully and accurately to all inquiries made by ESA during an investigation into a potential violation of this Code.

Code of Ethics

In providing products and services for consumers, conduct of the ESA member impacts (1) potential and existing customers; (2) public emergency response agencies; (3) their employees and other paid Representative (as defined herein); and (4) the general public. Members are required to comply with all applicable federal, state, and local laws and regulations, including licensing requirements. In addition, ESA members will take all appropriate steps to adhere to the following principles as they apply to each of these impacted groups.

Potential and Existing Customers

Members acknowledge that their customers' safety and security is their reason for being in business. Members shall treat each potential and existing customer with respect. Members shall engage in marketing and advertising in a non-deceptive manner, and in accordance with the laws and regulations of the Federal Trade Commission ("FTC") and all other applicable federal, state, and local laws and regulations.

Emergency Response Agencies

Members shall endeavor to reduce the rate at which emergency agencies respond to non-emergency occurrences by adopting industry recognized best practices for installing, servicing and monitoring of electronic life safety and security systems.

Representatives

Members acknowledge that it is through their employees and other Representatives that they are able to deliver products and services to customers, thereby creating, sustaining and developing their businesses. Members shall provide adequate training and supervision to employees and implement disciplinary measures for employees that fail to comply with this Code. Moreover, Members shall require other Representatives to implement appropriate and effective controls —whether they are independent contractors, agents, dealers, etc.—through contracts, agreements, and other formal processes and procedures. In no circumstance may a Member structure a relationship with a Representative or third party who markets, sells, or services electronic life safety and security systems for the purpose of avoiding application of the Code to the Member's customers.

General Public

ESA desires that its Members and their Representatives (1) conduct their business dealings with the highest standards of integrity and professionalism, (2) act as reasonable and responsible citizens in the communities in which they operate, and (3) positively and ethically promote the industry to the general public.

Standards of Conduct

Purpose

These *Standards of Conduct* are to provide guidance for member companies in conducting their activities in the spirit of honesty toward consumers, specifically with integrity and fair competition. Adherence to this Code will promote best practices which foster consumer protection, and also preserve the integrity and reputation of the entire electronic life safety and security industry.

Representative Defined

The term "Representative" includes employees, independent contractors, agents, dealers, dealer networks, associates, and other entities and individuals who market or sell electronic life safety and security products and services on behalf of a Member, regardless of the underlying legal arrangement between the Member and the Representative. The term Representative is to be construed broadly and Members may not structure arrangements with third parties for the purpose of circumventing the Code with respect to the accounts serviced or owned by a Member.

For example, but in no way limiting the definition of a Representative, a Member may not agree to purchase accounts from a non-member for the purpose of acquiring accounts that were not generated in conformance with the Code. Similarly, a Member may not disclaim a legal relationship with a Representative or other third party for the purpose of circumventing the Code.

STANDARD 1 - RELATIONSHIP WITH CONSUMERS

1.1 Identification of Representatives

Members shall require their Representatives to:

- 1.1.1 Carry an accurate photo identification card with company affiliation when meeting customers or potential customers in person, and show it to any consumer who asks to see identification;
- 1.1.2 Truthfully and clearly identify themselves by name, their company by name, and the purpose of their solicitation to the potential customer at the initiation of a sales presentation, without request from the consumer and before entering the consumer's premises;
- 1.1.3 Not generically identify themselves as being from "the alarm company" or "the security company"; and
- 1.1.4 Be properly licensed and registered in compliance with all applicable laws, ordinances and regulations.

1.2 Consumer Respect

Members shall require compliance with the following practices:

- 1.2.1 Representatives shall only make telephone contact with consumers during the hours of 8 a.m. to 9 p.m. in the applicable time zone (or as otherwise limited by applicable law) and shall only make in-person contact with consumers in conformance with any applicable laws;
- 1.2.2 Representatives shall discontinue a sales presentation and immediately leave the premises upon the request of a consumer;

- 1.2.3 Representatives shall not approach a consumer's premises if a "No Solicitation", "No Trespassing" or similar sign is posted;
- 1.2.4 Members and their Representatives shall comply with all applicable laws that prohibit or regulate solicitations, including honoring all applicable do-not-call lists and all other requests not to be called, contacting consumers electronically in conformance with the CAN-SPAM Act, and honoring requests not to receive additional emails or faxes for or on behalf of a consumer; and
- 1.2.5 Representatives shall not remove another company's alarm equipment or signage from the customer's property.

1.3 Deceptive or Unlawful Business Practices

Members shall prohibit their Representatives from engaging in deceptive, misleading, unlawful, or unethical business practices, including but not limited to falsely stating or implying any of the following to a potential customer:

- 1.3.1 That a competitor company is going out of business or is in financial difficulty;
- 1.3.2 That a competitor company does not exist;
- 1.3.3 That a competitor company is changing or has changed its company name;
- 1.3.4 That the Representative's company is acquiring, merging with, has been taken over, or is part of a competitor company;
- 1.3.5 That the Representative is a representative or agent for, is acting on behalf of, or is otherwise acting with the consent or approval of a competitor company;
- 1.3.6 That the Representative's company is the "sister" company of a competitor company;
- 1.3.7 That the Representative represents or is affiliated with an equipment manufacturer, vendor or service provider, unless such entity has granted written permission to do so;
- 1.3.8 That the Representative's company manufactures the equipment used by a competitor company;
- 1.3.9 That the Representative's company is performing routine maintenance on a competitor company's equipment;
- 1.3.10 That any change proposed during a sales solicitation is an "update" or "upgrade" of an existing system when such a transaction requires an agreement with a person, company, or entity different than the consumer's existing alarm system or alarm monitoring service agreement;
- 1.3.11 That the Representative's company, or any other entity, is "taking over" the monitoring of a competitor company's accounts or has purchased the customer's account from a competitor company;
- 1.3.12 That a competitor company is not, or has stopped, monitoring the alarm system for that person, residence, or business;
- 1.3.13 That a competitor company will no longer be able to monitor or service the alarm system for that person, residence, or business;

- 1.3.14 That the manufacturer or provider of the existing alarm system in the consumer's home prefers or recommends that the consumer switch to or use a specific or different alarm monitoring service; and 1.3.15 That the Representative or the Representative's company is affiliated with, has the endorsement of, or is in any manner acting at the direction of, any governmental or law enforcement agency.

Furthermore, Members shall prohibit their Representatives from:

- 1.3.16 Misrepresenting the capabilities of their products or services;
- 1.3.17 Misrepresenting the capabilities or lack thereof of the consumer's existing alarm system or alarm monitoring service;
- 1.3.18 Quoting statistics or providing other information that is known to be false or misleading, or which the Member has not made a reasonable effort to objectively quantify or substantiate; and
- 1.3.19 Utilizing another company's trade secrets, confidential information or proprietary information, including utilizing another company's customer lists without that company's prior written consent.

1.4 Contracting with Customers

Members shall require compliance with the following:

- 1.4.1 When contracting with potential or existing customers, Members shall require their Representatives to use written materials, which clearly and conspicuously set forth both the Member's and customer's rights and obligations;
- 1.4.2 Members and their Representatives shall clearly and conspicuously disclose all material terms and conditions of the offer before obtaining a customer's consent;
- 1.4.3 Members shall train their Representatives with respect to the terms and conditions of the contract so that a customer's questions can be adequately answered at or prior to signing the contract; and
- 1.4.4 Members shall require their Representatives to provide a copy of the contract with the customer immediately upon execution, either in paper or electronic form, as appropriate.

1.5 Refunds

- 1.5.1 Refund policies, including termination fees, shall be clearly and conspicuously disclosed to customers or potential customers prior to the sale of any product or service;
- 1.5.2 Members shall honor all refunds for customers in accordance with their stated refund policies; and
- 1.5.3 Upon request, Members shall provide customers a written termination fee calculation and state the information upon which they base the calculation.

1.6 Privacy

- 1.6.1 Members who collect personal information from consumers shall implement a privacy policy that discloses their practice of data collection, usage and sharing;

- 1.6.2 Members shall disclose the privacy policy in a clear and conspicuous manner when accepting a consumer's personal information. For example, every request for a consumer's personal information should include the disclosure of the Member's privacy policy in print or by reference to the privacy policy on the Member's website; and
- 1.6.3 Members shall have technical and management controls in place to comply with all applicable laws and regulations on the protection of personal information.

STANDARD 2 - RELATIONSHIP WITH EMERGENCY RESPONSE AGENCIES

Members shall require compliance with the following:

- 2.1 Members and their Representatives shall comply with all applicable alarm ordinances;
- 2.2 Members and their Representatives shall encourage customers to comply with all applicable alarm ordinances;
- 2.3 Members and their Representatives shall train customers in the proper use of the Members' products and services and provide customers with an instruction manual;
- 2.4 Members and their Representatives shall provide reasonable cooperation to customers and emergency agencies to remedy an alarm system identified as creating non-emergency dispatches; and
- 2.5 Members shall encourage participation in, or cooperation with, industry-recognized programs designed to reduce non-emergency dispatches.

STANDARD 3 - RELATIONSHIP WITH OTHER PROVIDERS OF ELECTRONIC LIFE SAFETY AND SECURITY PRODUCTS AND SERVICES

Members shall require compliance with the following:

- 3.1 Representatives shall not use misleading or unsubstantiated comparisons between companies; and
- 3.2 Representatives shall not unfairly or falsely denigrate any company, business or product, directly or by implication.

STANDARD 4 - RELATIONSHIP WITH REPRESENTATIVES

Members shall engage in the following:

- 4.1 Members shall develop and utilize training, policies, and procedures that promote on-the-job safety;
- 4.2 Members shall provide training and supervision to all Representatives sufficient to allow them to perform their duties in a high quality and highly professional and ethical manner;
- 4.3 Members shall provide training to all Representatives sufficient to ensure that they engage in non-deceptive marketing and advertising; and
- 4.4 Members and their Representatives shall comply with all equal employment opportunity laws.

STANDARD 5 - RELATIONSHIP WITH THE GENERAL PUBLIC

Members shall require compliance with the following:

5.1 Members and their Representatives shall comply with all federal, state and local laws and permits governing the type of services offered to the general public in the jurisdiction in which they are conducting their business;

5.2 Members and their Representatives shall handle all hazardous materials in compliance with all applicable environmental laws; and

5.3 Members whose Representatives operate motor vehicles in the performance of the Member's business shall establish policies and procedures that encourage safe and courteous driving.

ADDITIONAL REQUIREMENTS

Compliance

Members shall implement an effective program for complying with this Code which includes adopting and enforcing appropriate policies and procedures to prevent activities proscribed by this Code. Compliance programs should include (a) requiring compliance with this Code as a material obligation in any written contract for the engagement of any Representative, (b) refusing to purchase or acquire alarm monitoring accounts that were sold or generated using practices prohibited under this Code, (c) conducting effective and ongoing training and education of all Representatives on the requirements of this Code, (d) maintaining processes to effectively collect and investigate complaints alleging violations of this Code, (e) responding promptly to all such complaints and undertaking corrective actions, and (f) enforcing this Code through appropriate internal disciplinary procedures and actions.

Prompt Investigation

If any consumer alleges that a Representative offering the products or services of a Member has engaged in improper conduct, the Member shall promptly investigate the allegation. If a violation of this Code is identified, the Member shall appropriately discipline the offending Representative, and take further steps, as necessary, to address the consumer's concerns.

Publication

The Association will publicize the existence of this Code. Members are encouraged to advertise compliance to this Code, and to make customers and potential customers aware of such compliance. Members and their Representatives are encouraged to post this Code on their external websites.

Acknowledgement

Each member shall certify to the Association that they have read and understand the Code of Ethics and Standards of Conduct and, by virtue of remittance of membership dues, are in compliance with the Code of Ethics and these Standards of Conduct.